

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

JOSHUA COWLEY, on behalf of
himself and all others similarly situated,

Plaintiff,

v.

PRUDENTIAL SECURITY, INC.,
GREG WIER, and MATTHEW
KEYWELL,

Defendants.

Case No. 2:21-cv-12226

Hon.

Mag.

**COLLECTIVE AND CLASS
ACTION COMPLAINT**

DEMAND FOR JURY TRIAL

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COLLECTIVE AND CLASS ACTION COMPLAINT
AND DEMAND FOR JURY TRIAL

Plaintiff Joshua Cowley, on behalf of himself and all others similarly situated (“Plaintiff”), by and through his attorneys, brings this lawsuit against Prudential Security, Inc. (“Prudential”), Greg Wier (“Wier”) and Matthew Keywell (“Keywell”) (collectively referred to as “Defendants”) seeking to recover for Defendants’ violations of the Fair Labor Standards Act of 1938, 29 U.S.C. §§ 201, *et seq.* (“FLSA”); the applicable California Labor Code provisions; the applicable Industrial Welfare Commission (“IWC”) Wage Order; and the Unfair Business Practices Act, California Business and Professions Code §§ 17200, *et seq.* (“UCL”). Plaintiff complains and alleges as follows:

INTRODUCTION

1. This is a collective and class action complaint against Prudential to challenge policies and practices of: (1) failing to pay non-exempt, hourly security guards for all hours worked; (2) failing to pay required minimum wages; (3) failing to pay required overtime wages; (4) failing to authorize, permit, and/or make meal and rest periods available, and failing to pay premium pay for these missed breaks; (5) failing to pay all wages after termination of employment; and (6) failing to provide accurate, itemized wage statements.

2. Plaintiff is a former non-exempt, hourly security guard work worked

1 for Prudential in California City, California. In this role, Plaintiff provided on-site
2 security guard services for Defendants' customers. Plaintiff seeks to represent other
3 current and former non-exempt, hourly security guards of Defendants who work in
4 California and elsewhere in the United States. Plaintiff alleges Defendants have
5 engaged in unlawful patterns and practices of failing to meet the requirements of
6 the FLSA, the California Labor Code, and the California Business and Professions
7 Code.
8

9
10 3. Defendants fail to compensate Plaintiff and putative Collective and
11 Class Members for all of the time that they spend working for Defendants' benefit,
12 including work performed pre-shift, post-shift, and outside of scheduled hours, all
13 without compensation.
14

15
16 4. Because of these issues, Defendants do not pay Plaintiff and putative
17 Collective and Class Members for all hours worked, including minimum wage and
18 overtime. Ultimately, the daily time that Defendants require Plaintiff and putative
19 Collective and Class Members to work without compensation deprives them of
20 substantial amounts of pay to which they are entitled under Federal law and the
21 laws of the states of California.
22

23
24 5. As Plaintiff and putative Collective and Class Members regularly work
25 in excess of eight hours per day and forty hours per week, at least some of this off-
26 the-clock work should be compensated at overtime rates. However, Defendants fail
27

1 to pay for any of this work time, including the required overtime premiums, in
2 violation of the FLSA and California Labor Code.

3
4 6. Plaintiff and other putative Collective and Class Members regularly
5 work in excess of six hours per days and are routinely denied timely and compliant
6 meal and rest periods, and the requisite pay for working through such breaks.
7
8 Indeed, as a matter of policy, Defendants require Plaintiff and putative Collective
9 and Class Members to work entire shifts without a duty-free meal or rest break.

10
11 7. Defendants also require Plaintiff and putative Collective and Class
12 Members to incur numerous work-related expenses, including but not limited to
13 required usage of personal cell phones during shifts and during off days.
14
15 Defendants do not reimburse Plaintiff and putative Collective and Class Members
16 for these expenditures.

17
18 8. As a result of the above violations, Defendants fail to provide Plaintiff
19 and putative Collective and Class Members with accurate, itemized wage
20 statements. Defendants have also failed to pay all wages after these hourly
21 employees, like Plaintiff, voluntarily or involuntarily terminated their employment
22 with Defendants.

23
24 9. Defendant is also liable for violation of the Unfair Business Practices
25 Act for the violations described above.

26
27 10. Plaintiff seeks full compensation on behalf of himself and putative
28

1 Collective and Class Members for all unpaid wages, unpaid overtime, noncompliant
2 meal and rest periods, waiting time penalties, and premium pay, as well as penalties
3 under the California Private Attorney General Act (“PAGA”). Plaintiff also seeks
4 declaratory and injunctive relief, including restitution. Finally, Plaintiff seeks
5 reasonable attorneys’ fees and costs under the FLSA, California Labor Code, and
6 California Code of Civil Procedure § 1021.5. Plaintiff seeks damages in an amount
7 that exceeds \$75,000.00.
8

9 PARTIES

10
11
12 11. Plaintiff Joshua Cowley worked for Defendants as a non-exempt,
13 hourly security guard in the State of California from approximately March 2019
14 until April 2019. Plaintiff worked for Defendants in California City, California, and
15 was paid at a rate of approximately \$17.00 per hour.
16

17 12. Plaintiff resides in the State of California and is over eighteen years of
18 age. Plaintiff was a resident of the State of California at all relevant times described
19 herein.
20

21 13. Defendant Prudential Security, Inc. is a Michigan corporation and
22 maintains its headquarters in Taylor, Michigan. Defendant is registered with the
23 California Secretary of State as a foreign corporation and does business in the State
24 of California. Defendant does business in California and throughout the United
25 States.
26
27

14. Defendant Greg Wier is an individual who has ownership interest and is acting President of Defendant Prudential Security, Inc. Wier does business in Michigan, California and throughout the United States. Wier regularly conducts business from Prudential's headquarters in Taylor, Michigan in the County of Wayne.

15. Defendant Matthew Keywell is an individual who has ownership interest and is acting CFO of Defendant Prudential Security, Inc. Keywell does business in Michigan, California and throughout the United States. Keywell regularly conducts business from Prudential's headquarters in Taylor, Michigan in the County of Wayne.

16. At all relevant times, Defendants have done business under the laws of California, has places of business in the State of California, including in this judicial district, and has employed putative Collective and Class Members in this judicial district. Defendants are a “person” as defined in California Labor Code § 18 and California Business and Professions Code § 17201. Defendants are also an “employer” as that term is used in the California Labor Code and the IWC Wage Order.

JURISDICTION AND VENUE

17. The FLSA authorizes private rights of action to recover damages for violation of the FLSA's wage and hour provisions. 29 U.S.C. § 216(b). This Court

1 has original federal question jurisdiction under 28 U.S.C. § 1331. This Court has
2 supplemental jurisdiction over the California state law claims under 28 U.S.C. §
3 1367(a) because they are so related to this action that they form part of the same
4 case or controversy.
5

6 18. Venue in this district is proper pursuant to 28 U.S.C. § 1391(b). At all
7 material times Defendant has been actively conducting business from headquarters
8 in this judicial district in Taylor, Michigan in the County of Wayne.
9

10 **FACTUAL ALLEGATIONS**

11
12 19. Plaintiff worked for Prudential as a non-exempt, hourly security guard
13 in the State of California from approximately March 2019 until April 2019. Plaintiff
14 worked for Defendants in California City, California, where he was assigned by
15 Defendants to work as a security guard at a Hyundai vehicle testing center.
16

17 20. Similar to Plaintiff, the putative Collective and Class Members are
18 current and former non-exempt, hourly security guards who work, or have worked,
19 for Defendants in California and throughout the United States.
20

21 21. Defendant Prudential is a security company that provides security
22 services to clients in California and throughout the United States. Defendants
23 employ Plaintiff and putative Collective and Class Members as security guards,
24 who perform security services as uniformed or plain-clothes, armed or unarmed
25 guards, on foot and/or using patrol vehicles. Defendants employ Plaintiff and
26
27

1 putative Collective and Class Members and assigns them to perform these services
2 at the facilities of Defendants' customers.

3
4 22. Defendants provide security services for commercial and residential
5 properties throughout the United States, including in California.

6
7 23. Plaintiff and putative Collective and Class Members perform duties
8 including, but not limited to, monitoring and patrolling the premises they are
9 assigned to on foot and in security vehicles, screening individuals and license plate
10 numbers of vehicles entering secured locations, creating identification badges,
11 logging and keeping records of visitors and vehicles entering secured locations, and
12 responding to any situations that may arise.
13

14
15 24. Plaintiff and putative Collective and Class Members are classified as
16 hourly, non-exempt employees and are paid an hourly rate for their services.
17 Plaintiff and putative Collective and Class Members typically work shifts in excess
18 of eight hours a day, and at least four or five days per week.
19

20 25. Defendants require Plaintiff and putative Collective and Class Members
21 to perform work off-the-clock without compensation.
22

23 26. Defendants require the security guards to arrive early, before their
24 clock-in time, in order to relieve the security guard(s) who are ending the previous
25 shift and allow for an uninterrupted transition of the guarding duties. Defendants
26 require Plaintiff and putative Collective and Class Members to begin working for
27

1 approximately ten to fifteen minutes before they are allowed to clock in. As a result
2 of these policies and practices, Defendants require Plaintiff and putative Collective
3 and Class Members to spend significant pre-shift time working for Defendant's
4 benefit, without payment for this time.
5

6 27. Defendants require Plaintiff and putative Collective and Class Members
7 to perform work off-the-clock without compensation at the end of their shifts.
8 Defendants routinely instruct the security guards to complete additional work
9 duties, such as refueling vehicles, after they have clocked out for their shifts. These
10 tasks regularly take approximately fifteen to twenty minutes to complete. As a
11 result of these policies and practices, Defendants require Plaintiff and putative
12 Collective and Class Members to spend significant post-shift time working for
13 Defendants' benefit, without payment for this time.
14
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16

17 28. Defendants further require Plaintiff and putative Collective and Class
18 Members to perform work off-the-clock without compensation on their days off and
19 outside of their scheduled shifts. Defendants' managers regularly, frequently, and
20 repeatedly send text messages to security guards when they are not at work,
21 including late at night and early in the morning. Defendants require Plaintiff and
22 putative Collective and Class Members to review and respond to these messages –
23 on their personal cellphones – and this time goes unpaid. The messages pertain to a
24 variety of topics, including but not limited to whether the work was performed in a
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1 satisfactory manner and instructions for completion of upcoming work. Plaintiff
2 and putative Collective and Class Members regularly spend twenty to thirty minutes
3 per day reviewing and responding to Defendants' text messages. This time is spent
4 working for Defendants' benefit, without compensation.
5

6 29. All of this time that Defendants require Plaintiff and putative Collective
7 and Class Members to work without compensation deprives them of substantial
8 amounts of pay to which they are entitled under Federal and California law.
9 Depending upon how many hours Plaintiff and putative Collective and Class
10 Members work in a day, this unpaid time is owed to them at both straight-time and
11 overtime rates.
12

13 30. Defendants also require Plaintiff and putative Collective and Class
14 Members to work beyond the statutory maximum times without legally compliant
15 meal and rest breaks. In fact, these breaks are not made available. Plaintiff and
16 putative Collective and Class Members regularly work their entire shifts without
17 receiving any meal or rest breaks, in blatant disregard for the law, as they are
18 required to remain at their posts at all times and are not provided with break relief.
19 To the extent that Plaintiff and putative Collective and Class Members are able to
20 take any form of break, it is invariably on duty and of insufficient duration. Plaintiff
21 and putative Collective and Class Members are not provided premium payments for
22 missed or non-compliant meal and rest periods.
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1 31. As a result, Defendants fail to provide Plaintiff and putative Collective
2 and Class Members with full, timely, off-duty meal and rest periods, as required by
3 the California Labor Code and IWC Wage Order 4-2001.
4

5 32. In addition, Defendants require Plaintiff and putative Collective and
6 Class Members to incur numerous work-related expenses, including but not limited
7 to the use of personal cellphones during and after shifts.
8

9 33. Defendants do not provide Plaintiff and putative Collective and Class
10 Members with accurate wage statements as required by California law. The wage
11 statements given to Plaintiff and putative Collective and Class Members do not
12 reflect off-the-clock work, including overtime work, which goes unrecorded and
13 unpaid by Defendants, as well as premium pay for missed meal and rest breaks.
14
15

16 34. Defendants do not provide Plaintiff and putative Collective and Class
17 Members with full payment of all wages during employment and following
18 separation from employment. Plaintiff and putative Collective and Class Members
19 are owed for unpaid wages, premium pay for missed meal and rest breaks, and
20 unreimbursed business expenses, and these amounts remain unpaid during
21 employment and after voluntary and involuntary termination.
22
23

24 35. Defendants are aware that it maintains policies and practices that
25 deprive its non-exempt, hourly employees of compensation for time worked,
26 including overtime compensation, and of the fact that its non-exempt, hourly
27

1 employees do not get the meal and rest periods to which they are entitled.
 2 Therefore, the denial of wages and compliant meal and rest periods to Plaintiff and
 3 putative Collective and Class Members is knowing and willful.
 4

5 36. Plaintiff is informed, believes, and thereon alleges that Defendants'
 6 unlawful conduct has been widespread, repeated, and consistent as to the putative
 7 Collective and Class members and throughout Defendants' operations in California
 8 and the United States.
 9

10 37. Defendants' conduct was knowing, willful, carried out in bad faith, and
 11 caused significant damages to Plaintiff and putative Collective and Class members
 12 in an amount to be determined at trial.
 13

14 **EQUITABLE TOLLING**

15 38. The limitations periods applicable to Plaintiff's claims were tolled from
 16 October 16, 2019 through June 11, 2021 by the pendency of class action claims in
 17 Cowley v. Prudential Security, Inc., Case Number 2:21-CV-10491-SJM-DRG,
 18 before this Court¹
 19

20 39. The Court Dismissed Plaintiffs Claims *without prejudice* on June 21,
 21 2021. A motion to Reinstate those claims remains pending. No class certification
 22 motion has been filed.
 23
 24

25
 26
 27 ¹ See, e.g., American Pipe & Const. Co. v. Utah, 414 U.S. 538, 552-554 (1974).
 28

1 40. In abundance of caution, Plaintiff Cowley refiles this action in order to
2 preserve his statute of limitations and those of the putative class members.

3
4 **COLLECTIVE ACTION ALLEGATIONS UNDER THE FLSA**

5 41. Plaintiff brings the First Count (the FLSA claim) as an “opt-in”
6 collective action pursuant to 29 U.S.C. § 216(b) on behalf of himself and a
7 proposed collection of similarly situated employees defined as:
8

9 All current and former non-exempt, hourly security guards
10 of Defendants throughout the United States during the time
11 period from three years prior to the filing of the complaint
12 until resolution of this action. (the “Collective”)

13 42. Plaintiff, individually and on behalf of other similarly situated persons
14 defined above, seeks relief on a collective basis challenging Defendants; policies
15 and practices of failing to accurately record all hours worked and failing to properly
16 pay for all hours worked, including overtime compensation and required minimum
17 wages. The number and identity of other similarly situated persons yet to opt-in and
18 consent to be party-plaintiffs may be determined from Defendants’ records, and
19 potential opt-ins may be easily and quickly notified of the pendency of this action.
20
21

22 43. Plaintiff’s claims for violations of the FLSA may be brought and
23 maintained as an “opt-in” collective action pursuant to § 216(b) of the FLSA
24 because Plaintiff’s FLSA claims are similar to the claims of the members of the
25 Collective.
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1 44. The members of the Collective are similarly situated, as they have
2 substantially similar job duties and requirements and are subject to a common
3 policy, practice, or plan that requires them to perform work “off-the-clock” and
4 without compensation in violation of the FLSA.
5

6 45. Plaintiff is a representative of the members of the Collective and is
7 acting on behalf of their interests as well as his own interests in bringing this action.
8

9 46. Plaintiff will fairly and adequately represent and protect the interests of
10 the members of the Collective. Plaintiff has retained counsel competent and
11 experienced in employment and wage and hour class action and collective action
12 litigation.
13

14 47. The similarly-situated members of the Collective are known to
15 Defendants, are readily identifiable, and may be located through Defendants’
16 records. These similarly situated employees may readily be notified of this action,
17 and allowed to “opt-in” to this case pursuant to 29 U.S.C. § 216(b) for the purpose
18 of collectively adjudicating their claims for unpaid wages, unpaid overtime
19 compensation, liquidated damages (or, alternatively, interest), and attorneys’ fees
20 and costs under the FLSA.
21
22
23

24 48. Plaintiff contemplates providing a notice or notices to all of the
25 employees, as approved by the Court, to be delivered via United States Mail and
26 other means. The notice or notices shall, among other things, advise each of the
27
28

FLSA employees that they shall be entitled to “opt in” to the FLSA Action if they so request by the date specified within the notice, and that any judgment on the FLSA Action, whether favorable or not, entered in this case will bind all FLSA collective members who timely request inclusion in the class.

CLASS ACTION ALLEGATIONS UNDER FED. R. CIV. P. 23

49. Plaintiff brings the Second through Ninth Counts (the California state law claims) as an “opt-out” class action pursuant to Federal Rule of Civil Procedure 23. The California Class is initially defined as:

All current and former non-exempt, hourly security guards of Defendant throughout the State of California during the time period from four years prior to the filing of the complaint until resolution of this action. (the “Class”)

50. **Numerosity**: Defendants have employed potentially hundreds of non-exempt, hourly security guards during the applicable statutory period. The number of putative Class Members are therefore far too numerous to be individually joined in this lawsuit.

51. **Existence and Predominance of Common Questions**: There are questions of law and fact common to Plaintiff and putative Class Members that predominate over any questions affecting only individual members of the Class. These common questions of law and fact include, without limitation:

- a. Whether Defendants fail to authorize and permit, make available, and/or provide putative Class Members meal periods to which they

are entitled in violation of the Labor Code and Wage Order;

b. Whether Defendants fail to authorize and permit, make available, and/or provide putative Class Members meal periods to which they are entitled in violation of Business and Professions Code §§ 17200 *et seq.*;

c. Whether Defendants fail to authorize and permit, make available, and/or provide putative Class Members rest periods to which they are entitled in violation of the Labor Code and Wage Order;

d. Whether Defendants fail to authorize and permit, make available, and/or provide putative Class Members rest periods to which they are entitled in violation of Business and Professions Code §§ 17200 *et seq.*;

e. Whether Defendants fail to compensate putative Class Members for all hours worked, including minimum wages and overtime compensation, in violation of the Labor Code and Wage Order;

f. Whether Defendants fail to compensate putative Class Members for all hours worked in violation of Business and Professions Code §§ 17200 *et seq.*;

g. Whether Defendants have a policy and/or practice of requiring putative Class Members to perform work off-the-clock and without

1 compensation;

2 h. Whether Defendants fail to provide putative Class Members with
3 timely, accurate itemized wage statements in violation of the Labor
4 Code and Wage Order;

5 i. Whether Defendants fail to pay putative Class Members all wages
6 due upon the end of their employment in violation of the Labor
7 Code and Wage Order;

8 j. Whether Defendants' failure to pay putative Class Members all
9 wages due upon the end of their employment has been an unlawful,
10 unfair, or fraudulent business act or practice in violation of Business
11 and Professions Code §§ 17200 *et seq.*; and

12 k. The proper formula for calculating restitution, damages, and
13 penalties owed to Plaintiff and the putative Class Members as
14 alleged herein.

15
16 52. **Typicality**: Plaintiff's claims are typical of the claims of the Class.
17 Defendants' common policies, practices, and course of conduct in violation of law
18 as alleged herein have caused Plaintiff and the putative Class Members to sustain
19 the same or similar injuries and damages. Plaintiff's claims are thereby
20 representative of and co-extensive with the claims of the Class.
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1 53. **Adequacy**: Plaintiff will fairly and adequately represent and protect
2 the interests of the Class because Plaintiff's interests do not conflict with the
3 interests of the members of the Class he seeks to represent. Plaintiff has retained
4 Counsel competent and experienced in complex employment and wage and hour
5 class action litigation, and intends to prosecute this action vigorously. Plaintiff and
6 his Counsel will fairly and adequately protect the interests of the Class.
7

8 54. **Superiority**: A class action is superior to other available means for the
9 fair and efficient adjudication of this controversy. Individual joinder of all putative
10 Class Members is not practicable, and questions of law and fact common to Plaintiff
11 and putative Class Members predominate over any questions affecting only
12 individual members of the Class. The injury suffered by each Putative Class
13 Member, while meaningful on an individual basis, is not of such magnitude as to
14 make the prosecution of individual actions against Defendant economically feasible.
15 Individualized litigation increases the delay and expense to all Parties and the
16 Court. By contrast, class action treatment will allow those similarly situated persons
17 to litigate their claims in the manner that is most efficient and economical for the
18 parties and the judicial system.
19

20 55. In the alternative, the Class may be certified because the prosecution of
21 separate actions by the individual members of the Class would create a risk of
22 inconsistent or varying adjudication with respect to individual members of the
23

1 Class, and, in turn, would establish incompatible standards of conduct for
2 Defendant.

3
4 56. Class treatment will allow those similarly situated persons to litigate
5 their claims in the manner most efficient and economical for the Parties and the
6 judicial system.

7
8 57. Plaintiff knows of no difficulty that would be encountered in the
9 management of this litigation that would preclude its maintenance as a class action.

10
11 58. Plaintiff intends to send notice to all putative Class Members to the
12 extent required under applicable class action procedures. Plaintiff contemplates
13 providing a notice or notices to the California Class, as approved by the Court, to be
14 delivered through the United State Mail. The notice or notices shall, among other
15 things, advise the California Class that they shall be entitled to “opt out” of the class
16 certified for the California Action if they so request by a date specified within the
17 notice, and that any judgment on the California Action, whether favorable or not,
18 entered in this case will bind all putative Class Members except those who
19 affirmatively exclude themselves by timely opting out.

22
23 **FIRST CAUSE OF ACTION**
24 **Violation of the Fair Labor Standards Act**
(By Plaintiff and the Collective)

25 59. Plaintiff re-alleges and incorporates the foregoing paragraphs as though
26 fully set forth herein.
27

1 60. The FLSA requires that covered employees receive compensation for
2 all hours worked and overtime compensation at not less than one and one-half times
3 the regular rate of pay for all hours worked in excess of forty hours in a work week.
4 29 U.S.C. § 207(a)(1).

6 61. At all times material herein, Plaintiff and the Collective are covered
7 employees entitled to the rights, protections, and benefits provided under the FLSA.

9 62. Defendants are covered employers required to comply with the FLSA's
10 mandates.

12 63. Defendants have violated the FLSA with respect to Plaintiff and the
13 Collective, by, inter alia, failing to compensate Plaintiff and the Collective for all
14 hours worked and, with respect to such hours, failing to pay the legally mandated
15 overtime premium for such work and/or minimum wage. See 29 U.S.C. § 206; 29
16 U.S.C. § 207 (a), (g); 29 C.F.R. § 531.35. Defendants have also violated the FLSA
17 by failing to keep required, accurate records of all hours worked by Plaintiff and the
18 Collective. 29 U.S.C. § 211(c).

21 64. Plaintiff and the Collective are victims of a uniform and company-wide
22 compensation policy. This uniform policy, in violation of the FLSA, has been
23 applied to current and former non-exempt, hourly employees of Defendants,
24 working in their retail establishments throughout the United States.

26 65. Plaintiff and the Collective are entitled to damages equal to the
27

1 mandated pay, including minimum wage, straight time, and overtime premium pay
2 within the three years preceding the filing of the original complaint, plus periods of
3 equitable tolling, because Defendants have acted willfully and knew or showed
4 reckless disregard for whether the alleged conduct was prohibited by the FLSA.
5

6 66. Defendants have acted neither in good faith nor with reasonable
7 grounds to believe that its actions and omissions were not a violation of the FLSA,
8 and as a result thereof, Plaintiff and the Collective are entitled to recover an award
9 of liquidated damages in an amount equal to the amount of unpaid overtime pay
10 and/or prejudgment interest at the applicable rate. 29 U.S.C. § 216(b).
11
12

13 67. As a result of the aforesaid violations of the FLSA's provisions, pay,
14 including minimum wage, straight time, and overtime compensation, has been
15 unlawfully withheld by Defendants from Plaintiff and the Collective. Accordingly,
16 Defendants are liable for unpaid wages, together with an amount equal as liquidated
17 damages, attorneys' fees, and costs of this action.
18
19

20 68. Wherefore, Plaintiff and the Collective request relief as hereinafter
21 provided.
22

23 **SECOND CAUSE OF ACTION**
24 **Failure to Compensate for All Hours Worked**
25 **(By Plaintiff and the California Class)**

26 69. Plaintiff re-alleges and incorporates the foregoing paragraphs as though
27 fully set forth herein.
28

1 the time the employee is suffered or permitted to work, whether or not required to
2 do so....”

3
4 75. In violation of California law, Defendants knowingly and willfully
5 refuse to perform its obligation to provide Plaintiff and putative Class Members
6 with compensation for all time worked. Therefore, Defendants committed, and
7 continue to commit, the acts alleged herein knowingly and willfully, and in
8 conscious disregard of Plaintiff’s and putative Class Members’ rights. Plaintiff and
9 putative Class Members are thus entitled to recover nominal, actual, and
10 compensatory damages, plus interest, attorneys’ fees, expenses and costs of suit.
11
12

13 76. As a proximate result of the aforementioned violations, Plaintiff and the
14 putative Class have been damaged in an amount according to proof at time of trial.
15

16 77. Wherefore, Plaintiff and the putative Class request relief as hereinafter
17 provided.
18

19 **THIRD CAUSE OF ACTION**
20 **Failure to Pay Minimum Wage**
(By Plaintiff and the California Class)

21 78. Plaintiff re-alleges and incorporates the foregoing paragraphs as though
22 fully set forth herein.
23

24 79. Defendants have maintained policies and procedures that force Plaintiff
25 and putative Class Members to work off the clock, without compensation – let alone
26 the minimum wage. Due to Defendants’ systematic denial of payment for all hours
27
28

1 worked, Plaintiffs and putative Class Members are routinely compensated at a rate
2 that is less than the statutory minimum wage.

3
4 80. During the applicable statutory period, Labor Code §§ 1182.11,
5 1182.12, and 1197, and the Minimum Wage Order were in full force and effect and
6 required that employees receive the minimum wage for all hours worked at the rate
7 of eight dollars (\$8.00) per hour commencing January 1, 2008, at the rate of nine
8 dollars (\$9.00) per hour commencing July 1, 2014, and at the rate of ten dollars
9 (\$10.00) per hour commencing January 1, 2016 and ending December 31, 2016. For
10 employers with 26 or more employees, the minimum wage for all hours worked was
11 ten dollars and fifty cents (\$10.50) per hour from January 1, 2017 to December 31,
12 2017, inclusive; eleven dollars (\$11.00) per hour from January 1, 2018 to December
13 31, 2018, inclusive; and twelve dollars (\$12.00) per hour from January 1, 2019 to
14 the present.
15

16
17 81. IWC Wage Order 4-2001(2)(K) defines hours worked as “the time
18 during which an employee is subject to the control of an employer, and includes all
19 the time the employee is suffered or permitted to work, whether or not required to
20 do so.”
21

22
23 82. Labor Code § 1194(a) provides as follows:
24

25 Notwithstanding any agreement to work for a lesser wage,
26 any employee receiving less than the legal minimum wage
27 or the legal overtime compensation applicable to the
28 employee is entitled to recover in a civil action the unpaid

1 balance of the full amount of this minimum wage or
2 overtime compensation, including interest thereon,
3 reasonable attorneys' fees, and costs of suit.

4 83. Labor Code § 1194.2 provides that, in any action under § 1194 to
5 recover wages because of the payment of a wage less than minimum wage fixed by
6 an order of the Commission, an employee shall be entitled to recover liquidated
7 damages in an amount equal to the wages unlawfully unpaid and interest thereon.
8

9 84. By failing to maintain adequate time records as required by Labor Code
10 § 1174(d) and IWC Wage Order 4-2001(7), Defendants make it difficult to
11 calculate the minimum wage compensation due to Plaintiff and putative Class
12 Members.
13

14 85. As a direct and proximate result of Defendants' unlawful acts and/or
15 omissions, Plaintiffs and putative Class Members have been deprived of minimum
16 wages in an amount to be determined at trial, and are entitled to a recovery of such
17 amount, plus liquidated damages, plus interest thereon, attorneys' fees, and costs of
18 suit pursuant to Labor Code §§ 1194, 1194.2 and 1197.1.
19
20

21 86. Wherefore, Plaintiff and the putative Class request relief as hereinafter
22 provided.
23

24 **FOURTH CAUSE OF ACTION**
25 **Failure to Pay Overtime Wages**
26 **(By Plaintiff and the California Class)**

27 87. Plaintiff re-alleges and incorporates the foregoing paragraphs as though
28

1 fully set forth herein.

2 88. Defendants do not properly compensate Plaintiff and putative Class
3 Members with appropriate overtime premiums, including time-and-a half premiums
4 based on their regular rate of pay, as required by California law.
5

6 89. California Labor Code § 510(a) provides as follows:
7

8 Eight hours of labor constitutes a day's work. Any work in
9 excess of eight hours in one workday and any work in
10 excess of 40 hours in any one workweek and the first eight
11 hours worked on the seventh day of work in any one
12 workweek shall be compensated at the rate of no less than
13 one and one-half times the regular rate of pay for an
14 employee. Any work in excess of 12 hours in one day shall
15 be compensated at the rate of no less than twice the regular
16 rate of pay for an employee. In addition, any work in
17 excess of eight hours on any seventh day of a workweek
18 shall be compensated at the rate of no less than twice the
19 regular rate of pay of an employee. Nothing in this section
20 requires an employer to combine more than one rate of
21 overtime compensation in order to calculate the amount to
22 be paid to an employee for any hour of overtime work.
23

24 90. California Labor Code § 1194(a) provides as follows:
25

26 Notwithstanding any agreement to work for a lesser wage,
27 any employee receiving less than the legal minimum wage
28 or the legal overtime compensation applicable to the
employee is entitled to recover in a civil action the unpaid
balance of the full amount of this minimum wage or
overtime compensation, including interest thereon,
reasonable attorney's fees, and costs of suit.

91. California Labor Code § 200 defines wages as "all amounts for labor
performed by employees of every description, whether the amount is fixed or

1 ascertained by the standard of time, task, piece, commission basis or other method
2 of calculation.” All such wages are subject to California’s overtime requirements,
3 including those set forth above.
4

5 92. Defendants’ policies and practices of requiring Plaintiff and the putative
6 Class Members to perform work off-the-clock before and after their paid shifts are
7 unlawful. Even absent this off-the-clock work, many of Defendants’ hourly, non-
8 exempt employees who work in retail stores, including Plaintiff and putative Class
9 Members, have worked over eight hours in a day and/or over forty hours in a week.
10 Accordingly, as a result of Defendants’ unlawful policy alleged herein of requiring
11 Plaintiff and putative Class Members to perform off-the-clock work before the
12 beginning of their paid shifts, while clocked out on meal breaks, and at other times,
13 Plaintiff and putative Class Members have worked overtime hours for Defendants
14 without being paid overtime premiums in violation of the California Labor Code,
15 applicable IWC Wage Order, and other applicable law.
16
17
18
19

20 93. Defendants have knowingly and willfully refused to perform their
21 obligations to compensate Plaintiff and putative Class Members for all premium
22 wages for overtime work. Defendants are liable to Plaintiff and putative Class
23 Members alleged herein for the unpaid overtime and civil penalties, with interest
24 thereon. Furthermore, Plaintiff and putative Class Members are entitled to an award
25 of attorneys’ fees and costs as set forth below.
26
27
28

1 94. As a proximate result of the aforementioned violations, Plaintiff and the
2 putative Class have been damaged in an amount according to proof at time of trial.

3
4 95. Wherefore, Plaintiff and the putative Class request relief as hereinafter
5 provided.

6
7 **FIFTH CAUSE OF ACTION**
8 **Failure to Authorize, Permit, and/or Make Available Meal and Rest Periods**
 (By Plaintiff and the California Class)

9 96. Plaintiff re-alleges and incorporates the foregoing paragraphs as though
10 fully set forth herein.

11
12 97. Defendants failed to make available and prevented full, timely,
13 uninterrupted, compliant meal and rest breaks for Plaintiff and putative Class
14 Members, and required them to continue working during these breaks.

15
16 98. Defendants also failed to pay Plaintiff and putative Class Members one
17 hour of premium pay for missed breaks.

18
19 99. California Labor Code §§ 226.7 and 512 and the applicable IWC Wage
20 Order require Defendants to authorize, permit, and/or make available timely and
21 compliant meal and rest periods to its employees. Labor Code §§ 226.7 and 512
22 and the IWC Wage Order prohibit employers from employing an employee for
23 more than five hours without a meal period of not less than thirty minutes, and from
24 employing an employee more than ten hours per day without providing the
25 employee with a second meal period of not less than thirty minutes. Labor Code §
26
27

1 226.7 and the applicable Wage Order also require employers to authorize and
2 permit employees to take ten minutes of net rest time per four hours, or major
3 fraction thereof of work, and to pay employees their full wages during those rest
4 periods. Unless the employee is relieved of all duty during the thirty-minute meal
5 period and ten-minute rest period, the employee is considered “on duty” and the
6 meal or rest period is counted as time worked under the applicable Wage Order.
7

8
9 100. Under Labor Code § 226.7(b) and the applicable Wage Order, an
10 employer who fails to authorize, permit, and/or make available a required meal
11 period must, as compensation, pay the employee one hour of pay at the employee’s
12 regular rate of compensation for each workday that the meal period was not
13 authorized and permitted and/or not made available. Similarly, an employer must
14 pay an employee denied a required rest period one hour of pay at the employee’s
15 regular rate of compensation for each workday that the rest period was not
16 authorized and permitted and/or not made available.
17
18

19
20 101. Despite these requirements, Defendants have knowingly and willfully
21 refused to perform its obligations to authorize and permit and/or make available to
22 Plaintiff and the putative Class Members the ability to take the timely and
23 compliant off-duty meal and rest periods to which they are entitled.
24

25 102. Defendants have also failed to pay Plaintiff and the putative Class
26 Members one hour of pay for each timely, compliant, off-duty meal and/or rest
27

1 period that they are denied.

2 103. Defendants' conduct described herein violates California Labor Code
3 §§ 226.7 and 512 and the applicable Wage Order. Therefore, pursuant to Labor
4 Code § 226.7(b), Plaintiff and the putative Class Members are entitled to
5 compensation for the failure to authorize and permit and/or make available meal
6 and rest periods, plus interest, attorneys' fees, expenses, and costs of suit.
7

8 104. As a proximate result of the aforementioned violations, Plaintiff and the
9 putative Class Members have been damaged in an amount according to proof at
10 time of trial.
11

12 105. Wherefore, Plaintiff and the putative Class request relief as hereinafter
13 provided.
14

15
16 **SIXTH CAUSE OF ACTION**
17 **Failure to Reimburse for Necessary Business Expenditures**
18 **Pursuant to Labor Code § 2802**
(By Plaintiff and the California Class)

19 106. Plaintiff re-alleges and incorporates the foregoing paragraphs as though
20 fully set forth herein.
21

22 107. Defendants did not reimburse Plaintiff and putative Class Members for
23 necessary business expenditures.
24

25 108. Labor Code § 2802 provides, in relevant part:

26 An employer shall indemnify his or her employee for all
27 necessary expenditures or losses incurred by the employee in
28 direct consequence of the discharge of his or her duties, or of his

1 or her obedience to the directions of the employer, even though
2 unlawful, unless the employee, at the time of obeying the
3 directions, believed them to be unlawful. ... For the purposes of
4 this section, the term “necessary expenditures or losses” shall
5 include all reasonable costs, including, but not limited to,
6 attorney’s fees incurred by the employee enforcing the rights
7 granted by this section.

8 109. Defendants regularly required Plaintiff and putative Class Members to
9 pay out-of-pocket expenses for the usage of their personal cellular phones to
10 receive, review and respond to work related communications. during and after their
11 shifts. Defendants did not reimburse Plaintiff and putative Class Members for these
12 expenditures.

13 110. Defendants are liable to Plaintiff and the putative Class Members for
14 the unreimbursed expenses and civil penalties, with interest thereon. Furthermore,
15 Plaintiff is entitled to an award of attorneys’ fees and costs as set forth below.

16 111. As a proximate result of the aforementioned violations, Plaintiff and the
17 putative Class Members have been damaged in an amount according to proof at
18 time of trial.

19 112. Wherefore, Plaintiff and the putative Class request relief as hereinafter
20 provided.

21
22
23
24 **SEVENTH CAUSE OF ACTION**
25 **Waiting Time Penalties Pursuant to Labor Code §§ 201-203**
26 **(By Plaintiff and the California Class)**

27 113. Plaintiff re-alleges and incorporates the foregoing paragraphs as though

1 fully set forth herein.

2 114. Plaintiff and some putative Class Members have left their employment
3 with Defendants during the statutory period, at which time Defendants owed them
4 unpaid wages. These earned, but unpaid, wages derive from time spent working
5 outside of their scheduled and paid shifts, including pre-shift duties, post-shift
6 duties, addressing work related matters on off-days, working through meal periods,
7 performing other work-related activities, as well as unpaid overtime compensation.
8

9
10 115. California Labor Code § 201 provides:
11

12 If an employer discharges an employee, the wages earned
13 and unpaid at the time of discharge are due and payable
14 immediately.

15 116. Labor Code § 202 provides:

16 If an employee not having a written contract for a definite
17 period quits his or her employment, his or her wages shall
18 become due and payable not later than 72 hours thereafter,
19 unless the employee has given 72 hours previous notice of
20 his or her intention to quit, in which case the employee is
21 entitled to his or her wages at the time of quitting.

22 117. Labor Code § 203 provides, in relevant part:

23 If an employer willfully fails to pay, without abatement or
24 reduction, in accordance with Sections 201, 201.5, 202,
25 and 205.5, any wages of an employee who is discharged or
26 who quits, the wages of the employee shall continue as a
27 penalty from the due date thereof at the same rate until
28 paid or until an action therefor is commenced; but the
wages shall not continue for more than 30 days.

1 118. Defendants willfully refused, and continue to refuse, to provide Plaintiff
2 and the putative Class with pay for off-the-clock work, and with meal and rest
3 period premium pay. In particular, as alleged above, Defendants knew and continue
4 to know that Plaintiff and the putative Class Members performed off-the-clock
5 work before and after their scheduled or paid shifts, but refuses to pay Plaintiff and
6 the putative Class Members for the off-the-clock work performed.
7

8
9 119. Accordingly, Defendants willfully refused and continue to refuse to pay
10 Plaintiff and those members of the putative Class that left their employment with
11 Defendants all the wages that were due and owing them upon the end of their
12 employment. As a result of Defendants' actions, Plaintiff and the putative Class
13 Members have suffered and continue to suffer substantial losses, including lost
14 earnings and interest.
15

16
17 120. Defendants' willful failure to pay the former employees the wages due
18 and owing them constitutes a violation of Labor Code §§ 201-202. As a result,
19 Defendants are liable to them for all penalties owing pursuant to Labor Code §§
20 201-203.
21

22 121. Labor Code § 203 provides that an employee's wages will continue as a
23 penalty up to thirty days from the time the wages were due. Therefore, Plaintiff and
24 the putative Class Members are entitled to such penalties pursuant to Labor Code §
25 203, plus interest.
26
27

1 122. As a proximate result of the aforementioned violations, Defendant is
2 liable to Plaintiff and putative Class Members alleged herein for the amounts
3 described, with interest thereon, in an amount according to proof at time of trial.
4

5 123. Wherefore, Plaintiff and the putative Class request relief as hereinafter
6 provided.
7

8 **EIGHTH CAUSE OF ACTION**
9 **Violations of Labor Code § 226 – Itemized Wage Statements**
10 **(By Plaintiff and the California Class)**

11 124. Plaintiff re-alleges and incorporates the foregoing paragraphs as though
12 fully set forth herein.

13 125. Defendants do not provide Plaintiff and putative Class Members with
14 accurate itemized wage statements as required by California law.
15

16 126. California Labor Code § 226(a) provides:

17 Every employer shall, semimonthly or at the time of each
18 payment of wages, furnish each of his or her employees,
19 either as a detachable part of the check, draft, or voucher
20 paying the employee's wages, or separately when wages
21 are paid by personal check or cash, an accurate itemized
22 statement in writing showing (1) gross wages earned, (2)
23 total hours worked by the employee, except for any
24 employee whose compensation is solely based on a salary
25 and who is exempt from payment of overtime under
26 subdivision (a) of Section 515 or any applicable order of
27 the Industrial Welfare Commission, (3) the number of
28 piece-rate units earned and any applicable piece rate if the
employee is paid on a piece-rate basis, (4) all deductions,
provided that all deductions made on written orders of the
employee may be aggregated and shown as one item, (5)
net wages earned, (6) the inclusive dates of the period for

1 which the employee is paid, (7) the name of the employee
2 and his or her social security number, (8) the name and
3 address of the legal entity that is the employer, and (9) all
4 applicable hourly rates in effect during the pay period and
5 the corresponding number of hours worked at each hourly
6 rate by the employee. The deductions made from
7 payments of wages shall be recorded in ink or other
8 indelible form, properly dated, showing the month, day,
9 and year, and a copy of the statement or a record of the
10 deductions shall be kept on file by the employer for at least
11 four years at the place of employment or at a central
12 location within the State of California.

13 127. The IWC Wage Order also establishes this requirement. (See IWC
14 Wage Order 4-2001(7)).

15 128. Labor Code § 226(e) provides:

16 An employee suffering injury as a result of a knowing and
17 intentional failure by an employer to comply with
18 subdivision (a) is entitled to recover the greater of all
19 actual damages or fifty dollars (\$50) for the initial pay
20 period in which a violation occurs and one hundred dollars
21 (\$100) per employee for each violation in a subsequent pay
22 period, not exceeding an aggregate penalty of four
23 thousand dollars (\$4,000), and is entitled to an award of
24 costs and reasonable attorney's fees.

25 Plaintiff seeks to recover actual damages, costs, and attorneys' fees under this
26 section.

27 129. Defendants failed to provide timely, accurate, itemized wage statements
28 to Plaintiff and the putative Class in accordance with Labor Code § 226(a) and the
IWC Wage Order. In particular, the wage statements the Defendants provide their
employees, including to Plaintiff and the putative Class, do not accurately reflect

1 the actual hours worked, actual gross wages earned, or actual net wages earned.
2 This is because, in part, Defendants do not count as “hours worked” the off-the-
3 clock time its hourly, non-exempt security guards work for Defendants’ benefit
4 prior to clocking in and clocking out for their shifts and on their days off.
5

6 130. Defendants’ failure to comply with Labor Code § 226(a) was and
7 continues to be knowing and intentional. Although, as alleged herein, Defendants
8 were aware that Plaintiff and the putative Class Members performed off-the-clock
9 work outside of their scheduled and paid shifts, Defendants systematically fail to
10 include this time worked in their wage statements.
11

12 131. Plaintiff and putative Class Members have suffered injury as a result of
13 Defendants’ knowing and intentional failure to provide timely, accurate itemized
14 wage statements to them in accordance with Labor Code § 226(a). In particular, the
15 injury stemming from Defendants’ violations is evidenced by this live and active
16 dispute regarding unpaid wages, including overtime pay, between the Parties. As a
17 result of Defendants’ violations, Plaintiff and the putative Class are required to
18 undertake the difficult and costly task of attempting to reconstruct Defendants’
19 incomplete and inaccurate time and pay records to ensure that they are paid for all
20 hours worked as required by California law.
21

22 132. As a proximate result of the aforementioned violations, Defendants are
23 liable to Plaintiff and putative Class Members alleged herein for the amounts
24
25
26
27

1 described, with interest thereon, in an amount according to proof at time of trial.
2 Furthermore, Plaintiff is entitled to an award of attorneys' fees and costs as set forth
3 below, pursuant to Labor Code § 226(e)
4

5 133. Wherefore, Plaintiff and the putative Class request relief as hereinafter
6 provided.
7

8 **NINTH CAUSE OF ACTION**
9 **Violation of California Business and Professions Code §§ 17200, *et seq.***
10 **(By Plaintiff and the California Class)**

11 134. Plaintiff re-alleges and incorporates the foregoing paragraphs as though
12 fully set forth herein.

13 135. The UCL, California Business and Professions Code §§ 17200, *et seq.*,
14 prohibits unfair competition in the form of any unlawful, unfair, or fraudulent
15 business acts or practices.
16

17 136. Business and Professions Code § 17204 allows a person injured by the
18 unfair business acts or practices to prosecute a civil action for violation of the UCL.
19

20 137. Labor Code § 90.5(a) states it is the public policy of California to
21 vigorously enforce minimum labor standards in order to ensure employees are not
22 required to work under substandard and unlawful conditions, and to protect
23 employers who comply with the law from those who attempt to gain competitive
24 advantage at the expense of their workers by failing to comply with minimum labor
25 standards.
26
27

1 138. Beginning at an exact date unknown to Plaintiff and the putative Class,
2 but at least since the date four years prior to the filing of this suit, Defendants have
3 committed acts of unfair competition as defined by the UCL by engaging in the
4 unlawful, unfair, and fraudulent business acts and practices described in this
5 Complaint, including, but not limited to:
6

- 7
- 8 a. violations of Labor Code §§ 200, 204, 1194, and 1198 and
9 applicable IWC Wage Order pertaining to the payment of wages for
10 all hours worked;
 - 11 b. violations of Labor Code § 510 and applicable IWC Wage Order
12 pertaining to overtime;
 - 13 c. violations of Labor Code §§ 226.7 and 512 and applicable IWC
14 Wage Order pertaining to meal and rest breaks;
 - 15 d. violations of Labor Code §§ 201-203; and
 - 16 e. violations of Labor Code § 226 regarding accurate, timely itemized
17 wage statements.
18
19
20

21 139. The violations of these laws and regulations, as well as of the
22 fundamental California public policies protecting wages and discouraging overtime
23 labor underlying them, serve as unlawful predicate acts and practices for purposes
24 of Business and Professions Code §§ 17200, et seq.
25
26
27
28

1 140. The acts and practices described above constitute unfair, unlawful, and
2 fraudulent business practices, and unfair competition, UCL. Among other things,
3 the acts and practices have taken from Plaintiff's and putative Class Members'
4 wages rightfully earned by them, while enabling the Defendant to gain an unfair
5 competitive advantage over law-abiding employers and competitors.
6

7
8 141. Business and Professions Code § 17203 provides that the Court may
9 make such orders or judgments as may be necessary to prevent the use or
10 employment by any person of any practice which constitutes unfair competition.
11 Injunctive relief is necessary and appropriate to prevent Defendants from repeating
12 the unlawful, unfair and fraudulent business acts and practices alleged above.
13

14
15 142. As a direct and proximate result of the aforementioned acts and
16 practices, Plaintiff and putative Class Members have suffered a loss of money and
17 property, in the form of unpaid wages which are due and payable to them.
18

19 143. Business and Professions Code § 17203 provides that the Court may
20 restore to any person in interest any money or property which may have been
21 acquired by means of such unfair competition. Plaintiff and putative Class
22 Members are entitled to restitution pursuant to Business and Professions Code §
23 17203 for all wages and payments unlawfully withheld from employees during the
24 four-year period prior to the filing of this Complaint.
25

26 144. Plaintiff's success in this action will enforce important rights affecting
27

1 the public interest and, in that regard, Plaintiff sues on behalf of himself and others
2 similarly situated. Plaintiff and putative Class Members seek and are entitled to
3 unpaid wages, declaratory relief, and all other equitable remedies owing to them.
4

5 145. Plaintiff herein take it upon himself to enforce these laws and lawful
6 claims. There is a financial burden involved in pursuing this action, the action is
7 seeking to vindicate a public right, and it would be against the interests of justice to
8 penalize Plaintiff by forcing him to pay attorneys' fees from the recovery in this
9 action. Attorneys' fees are appropriate pursuant to Code of Civil Procedure §
10 1021.5 and otherwise.
11
12

13 146. Wherefore, Plaintiff and the putative Class request relief as hereinafter
14 provided.
15

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff prays for relief as follows:

- 18 a. Damages and restitution according to proof at trial for all unpaid wages
19 and other injuries, as provided by the FLSA, California Labor Code,
20 and other laws of the State of California;
21
22 b. For a declaratory judgment that Defendants have violated the FLSA,
23 California Labor Code, the laws of the State of California, and public
24 policy as alleged herein;
25
26
27
28

- c. For a declaratory judgment that Defendants have violated California Business and Professions Code §§ 17200, et seq., as a result of the aforementioned violations of the California Labor Code and of California public policy protecting wages;
- d. For preliminary, permanent, and mandatory injunctive relief prohibiting Defendants, their officers, agents, and all those acting in concert with them from committing in the future those violations of law herein alleged;
- e. For an equitable accounting to identify, locate, and restore to all current and former employees the wages they are due, with interest thereon;
- f. For an order awarding Plaintiff and the Collective and Class Members liquidated and compensatory damages, including lost wages, earnings, and other employee benefits, restitution, and all other sums of money owed to Plaintiff and Members of the Collective and the Class, together with interest on these amounts, according to proof;
- g. For an award of reasonable attorneys' fees as provided by the FLSA, California Labor Code, California Code of Civil Procedure § 1021.5, the laws of the State of California, and/or other applicable law;
- h. For all costs of suit;

- i. For interest on any damages and/or penalties awarded, as provided by applicable law; and
- j. For such other and further relief as this Court deems just and proper.

Respectfully submitted,

Date: September 21, 2021

/s/ David M. Blanchard
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff and the putative Collective and Class are entitled to a jury.

Respectfully submitted,

Date: September 21, 2021

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